

Warranty Card
LIMITED WARRANTY
LIMITATIONS OF LIABILITY

Seller warrants this NICE equipment for three months from delivery by Seller (the "Warranty Period") against defects arising from faulty materials and workmanship under conditions of normal use. "Seller" means either NICE Systems, if the Buyer purchases directly from NICE Systems, or a seller authorized by NICE Systems to sell the NICE equipment, if purchased from such a seller. "NICE equipment" means any of the NiceLog System, NiceCLS System, NiceFax System, NiceCall system, NiceFlow system, NiceVision system, NiceFix system, NiceSoft system, NiceCMS system, NICE Supervision system, NiceAudit system or NiceUniverse system. NICE Systems warranty is only provided to the Buyer which purchases directly from NICE Systems. The warranty to Buyer which purchases from the authorized seller is provided by that seller.

This warranty is subject to the following conditions and procedures. To receive coverage under this warranty (1) the Buyer must provide to seller, prior to the end of the Warranty Period written notice regarding a defective part of an item of equipment, (2) the Buyer must afford the Seller a prompt and reasonable opportunity to inspect any part as to which any claim is being made, and (3) the relevant part must have been stored, shipped, handled, installed, tested, operated, and maintained in accordance with the then current recommendations set forth in the equipment's manual and/or other written instructions from NICE Systems and not have been modified or serviced by anyone other than NICE Systems or the authorized seller. This warranty does not include damage to the equipment or any parts thereof resulting from a cause other than part defect or malfunction. This warranty does not include damage resulting from neglect, accident, fire, lightning, power or air conditioning failure or other hazard, or unreasonable use.

This warranty does not cover software incorporated in the equipment or included in program diskettes purchased with the equipment. The warranty covering such software is included in the software licenses accompanying the equipment.

Should Seller determine, in its reasonable discretion, that any part of an item of equipment is defective due to faulty materials or workmanship, Seller shall at its sole option either (1) at its expense, repair or replace such part and return the repaired/replacement part to BUYER or (2) refund the purchase price. The provisions of this Warranty shall apply to the repaired/replacement part for the unexpired portion, if any, of the Warranty Period. All replaced parts shall become the property of the Seller.

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY REGARDING THE EQUIPMENT AND PERFORMANCE THEREOF BY NICE SYSTEMS. THERE ARE NO OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION WARRANTIES FOR CONSUMABLES AND OTHER SUPPLIES), OR GUARANTEES, EXPRESS OR IMPLIED, BY NICE SYSTEMS. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. EXCEPT AS SPECIFICALLY PROVIDED IN ABOVE, NICE SYSTEMS SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT, DELICT, NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF AND/OR WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN ANY SUCH EQUIPMENT AND/OR PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY LIABILITY OF NICE SYSTEMS FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL AND/OR SPECIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES AND/OR LOSSES (INCLUDING LOSS OF USE, REVENUE, AND/OR PROFITS) SUSTAINED OR INCURRED REGARDLESS WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. IN ANY EVENT, THE MAXIMUM EXTENT OF NICE SYSTEMS' LIABILITY TO BUYER HEREUNDER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED BUYER'S PURCHASE PRICE FOR THE EQUIPMENT PURCHASED BY BUYER DIRECTLY FROM NICE SYSTEMS.

This warranty is not transferable.

The time in which an action must be commenced to enforce any obligation arising under this warranty or any statute or law is hereby limited to one year from the date the cause of action accrues.

NICE Systems authorized sellers are not agents of NICE Systems and are not authorized to change, modify or extend the terms of NICE Systems' warranty.